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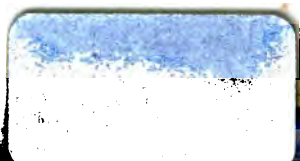
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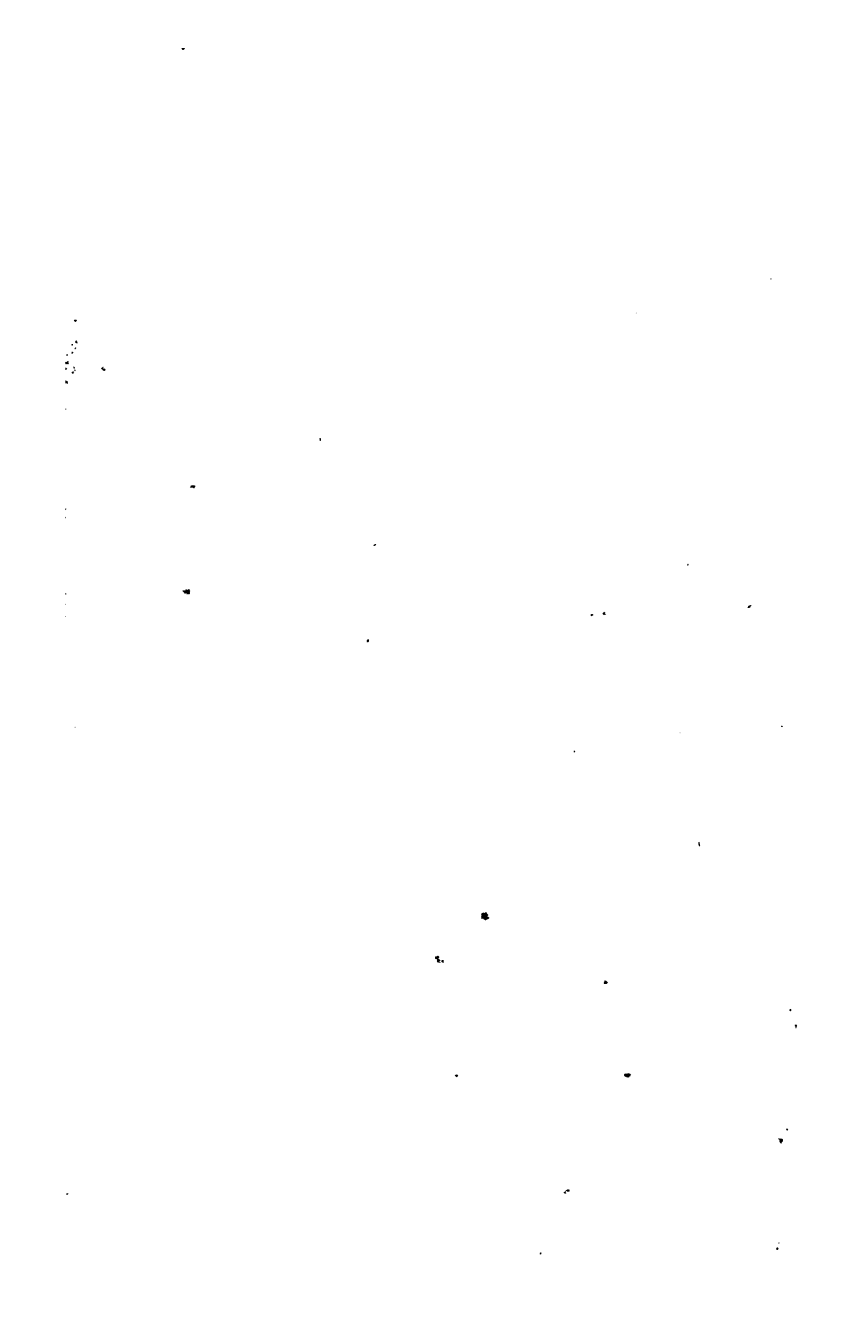


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DIRECTIONS

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Amplified

ABSTRACTS OF TITLE :

WITH

Observations

ON THE

NECESSITY OF REQUIRING A SIXTY YEARS TITLE, NOTWITHSTANDING
THE RECENT STATUTE OF LIMITATIONS :

TOGETHER WITH

A COLLECTION OF PRECEDENTS,

WHEREBY

A YOUNG MAN MAY GAIN SUFFICIENT KNOWLEDGE TO ENABLE HIM
TO DRAW EVERY KIND OF DOCUMENT, WITHOUT THE
ASSISTANCE OF THE PRINCIPAL.

BY

WILLIAM GARDENOR,

ATTORNEY AT LAW.

LONDON:

E. SPETTIGUE, 67, CHANCERY LANE.

1840.

L. Spettigue Printer, 67, Cantery Lane.

TO
CHARLES BARTON, JUN., Esq.

BARRISTER AT LAW,

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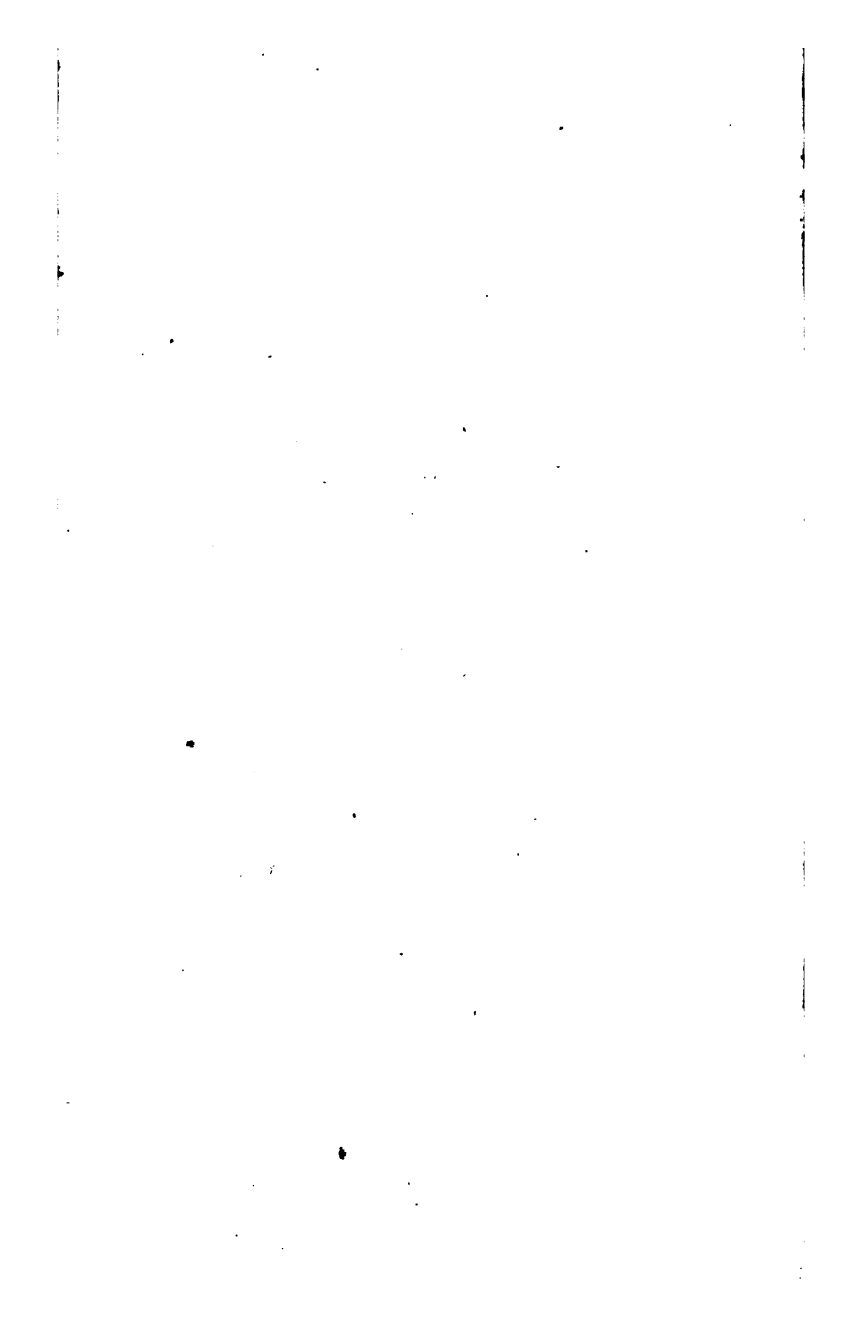
AS A TRIBUTE OF RESPECT TO HIS TALENTS,

AND

A TESTIMONY OF PERSONAL ESTEEM AND REGARD,

BY HIS MOST OBLIGED SERVANT,

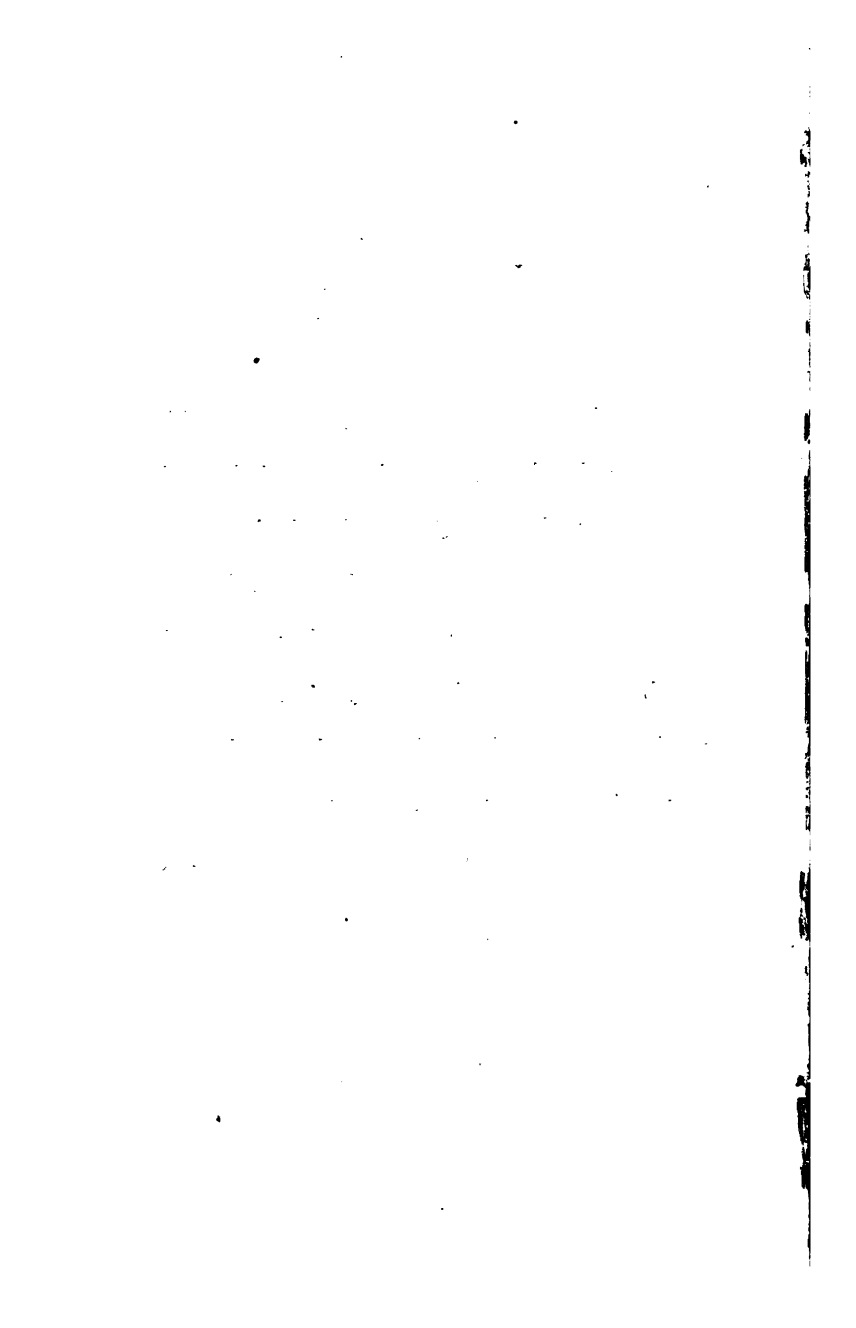
THE AUTHOR.



PREFACE.

IN preparing the following pages, the chief object of the Author has been to give all the information necessary to draw Abstracts of Title in as small a compass as possible, and therefore, has only given a few precedents, as a further explanation of what is laid down in the commencement of the work, and as neither time or labour has been spared to make it answer the purposes for which it was written, he trusts it will meet with as ready a sale as his former production.

THE AUTHOR.



DIRECTIONS

FOR DRAWING

ABSTRACTS OF TITLE.

What an Abstract is.] An abstract of title is defined by Mr. Stewart to be "a statement of the documents and evidence relating to certain particular premises, in which all that is necessary to enable counsel to judge upon the validity of the title is given at length, and all that is immaterial is retrenched." 3 Stewart's Conv. 1.

The mistaken notion prevalent amongst some professional men as to a 60 years' title.] I shall first point out the mistaken notion prevalent amongst professional gentlemen, who have not properly considered the subject, that in consequence of the new Statute of Limitations a purchaser will not be warranted in requiring the abstract of title to go so far back as under the old system, their idea being that the present length of

abstract is with reference to the limitation of 60 years, which is quite a mistake. It is with *reference to the duration of human life*: therefore an abstract should commence with an instrument of not less than 60 years' date, in order to cover the probable length of a man's life; because, for instance, a man may marry a woman seised of a freehold estate; and after issue born, the woman may die; whereupon the husband will be entitled to hold the estate for his life as tenant by the curtesy.^a The husband, at the time of his wife's death, may be only twenty years of age, and may live fifty years or more; upon his obtaining twenty-one, he may convey the property to another for a fee simple estate,^b which deed would form the foundation of a title of forty or fifty years, and bear all the appearance of a marketable title. But upon the death of the husband, the heir of the wife would enter upon the estate, and oust even a purchaser for a valuable consideration. The abstract should commence with a deed rather than a will, as the former is better evidence of ownership than the latter. A mortgage is the best deed to commence with, because it would be presumed a *mortgagee* would enquire into the earlier title; and not advance his money upon an unmarketable one.

^a As to what is a tenant by curtesy, see the "Articled Clerk's Assistant," p. 37.

^b *Ibid.* 9.

Commencement of the title.] The title should commence with the instrument exceeding, but coming nearest to the sixty years' date; but a deed in any way giving notice of earlier documents should be avoided, as the purchaser would then be entitled to an abstract of such earlier title, which might thus be carried back many years at a great expence. Should such a deed occur at the period of commencing the title, and a deed not having this objection should succeed, but not of sixty years' date, the conditions of sale, or a grant of purchase, should bar the purchaser requiring a title earlier than such deed. The first thing to be considered in forming the abstract is to give a heading or title to it, which is generally in the like form: "An abstract of the title of George Cochrane, Esquire, to a freehold, messuage, farm, and hereditaments, (or whatsoever the property may be) situate in the parish of Llandilofaur, in the county of Carmarthen."

The arraignment of the deeds.] In arranging title deeds into the form of an abstract, the most important points to be considered are the dates. The general rule is to give them in a *chronological order*. They are stated in the margin of the abstract; it is not necessary to state the king's reign in which the deeds are made, unless no other date appears. The names of the deeds

should be as, "By Indentures of Lease and Release," or by, "Indenture of Feoffment," or, "By Indenture of Assignment," &c.

The Parties.

Wherever the name of a party appears for the first time in the abstract, his or her place of residence, and his or her character, as heir, executor, and the like, should be fully set forth, in order to afford at one view an intimation of the character in which he or she conveyed and connects the title with the former part, (if any) of the abstract; and if there be not any former part, it may lead to an enquiry which may tend to elucidate the title, or will induce the production of evidence which will have that effect. The reason for adding the additions of the party or parties is either for the purpose of distinguishing them from other persons of the same name, or affording the information necessary to a search for their will, the birth of children, or the like circumstances connected with their residence. But in ancient deeds a statement of the names of the parties, without the place of their residence, will be sufficient. 1 Prest. Abs. 53. An informality frequently occurs in adding the character in which the party contracts, as it frequently appears in the abstract in a parenthesis; thus, "Robert Price Williams, of the county

of Middlesex, Esquire, (eldest son and heir of []).” Now it is difficult to say whether this between the parenthesis does in fact form part of the deed, or whether it is merely information intended to be given by the solicitor for the purpose of throwing additional light on the transaction. To obviate this difficulty some words should be inserted in this or the like form, “*therein stated* to be the eldest son,” &c. &c. And as a general rule, nothing which is found in the deed ought to be put within parenthesis in the abstract, even though it be so in the deed, except in mere transcripts, in which case any information of the kind (which is frequently very desirable) may be given in a parenthesis ; thus, J. B. B. of the town of Brecon Esq. (who is since dead) or, (who survived the said L. M.) or (who was the eldest son), &c. In deeds were a great number of persons are introduced as parties, and the acts done by many of them are immaterial to the title under consideration, they should be named very briefly, in these or the like terms, “several other persons of the second, third, and fourth parts,” or, “several other persons not interested in the property, which is the subject of this abstract, of the second, third, and fourth parts.”

The Recitals.

The recitals are of great importance, as serving to throw light on the state of the title. Having shewn the date and the parties, this part of the abstract is generally introduced thus: "After reciting that by indentures of lease and release, bearing date, &c." and giving, as concisely as possible, the substance, but without losing the effect of the recital. If the recited deeds are properly set forth in the principal deed, such recitals will contain little more than what will be necessary to shew upon the face of the abstract; namely, the effect, substance, and effect of the deeds recited; for if such effect could not have been fairly given in fewer words in the shape of a *recital*, it ought not to be considered too much to be given in the shape of an *abstract*; for what in short is a recital but an abstract of the deed recited? But do not suppose from this that I mean the abstract to contain a mere transcript of the recital (which I have often found more verbose than either form or effect required); but only that you should bear in mind that abstracting a *recital* is but abstracting an *abstract*; and therefore you cannot be allowed so much latitude as in abstracting a deed. Nor is it to be understood that the whole of the recitals must at all events be noticed, for if they relate to

deeds or circumstances which have nothing to do with the title about to be investigated, there is no occasion to notice them in the abstract; but this must in all cases be left to the professional skill and discretion of the gentleman who prepares the abstract. Any recital which may materially affect the history of the legal or equitable title should be fully expressed. (1 Prest. Abstracts, 56.)

Powers and Trusts.] When a deed is made in pursuance of a power, or in the execution of a trust, or previous agreement in writing, the recital of such power, trust, or agreement, should be fully set out, as the validity of the deed may depend upon its conformity to these previous instruments. But if it should so happen that either from loss or any other cause it cannot be done, the recital of it should be given fully, and it will in most, if not in all cases, be advisable to give an exact copy of the recital, accompanied by an intimation of the absence of the recited deed, and that the recital is given verbatim. (See Mr. Dixon's valuable work on Title Deeds.) Notifications of important facts, such as births, deaths, marriages, survivorships, &c. should be transferred unto the abstract as they are there found, giving the date of each fact separately, rather than under marginal dates in different parts of the abstract; but if there is any fact of importance which is not contained in the

recital, and which is necessary to complete the chain of title, it should be given in its chronological order.

Entails.] When the parties to the deed themselves declare in the shape of a recital what their object is, such recital should be abstracted. As for the contract for purchase, the intention to bar entails, &c., such recitals not unfrequently give a turn to the construction of the deed, and therefore are proper to appear on the abstract. (See Dixon and Prest.)

Recital of Bargain and Sale.] The recital of the bargain and sale for a year, upon which the release is grounded, is very rarely noticed further than this: "in his actual possession &c.," and this is all that is generally required. This recital is very important when the lease for a year is missing, as it will be presumptive evidence in favor of the existence of such lease, and in Ireland it is conclusive evidence.

Operative Part.] The testatum, or witnessing clause, and the payment of the consideration money should be fully and correctly given, particularly when there is necessity to see that it is paid to a particular person, or applied in a particular manner; and when it is stated that it is "in full for

the absolute purchase &c., or in full for the absolute payment and discharge ;” or when the consideration is blood or marriage, it should be stated.

What circumstances should be noticed.] The following circumstances should always be noticed. When the conveyance is expressed to be made with the consent of a third party, or in pursuance of a power, or of the contract or agreement for making the same, or the granting parties are described as acting on the behalf of others, as trustee, executor, &c. the names of the grantors and grantees should be repeated as often as they occur ; and as there are generally words of limitation to the grantee in the testatum clause as well as in the habendum,—viz. heirs, executors, administrators, or assigns,—such words should be given as they are found in the deed.

Nominal considerations—as 10s. and the like—should be noticed very briefly. If there are several witnessing clauses, they should of course be kept separate and distinct from each other upon the abstract.

Of the Parcels.

The parcels must be given full length as they are contained in the first deed in the abstract, or at least the first in which they are contained, and

if that description so far agrees with their present description as to leave no possible doubt as to their identity, and such identity has been regularly preserved, nothing more will be required in abstracting the subsequent deeds but to give them by reference in this manner, "all the herein before mentioned premises." But when there is any exception of some particular part of the premises, or any changes in the description, such exception or changes should be stated fully, as also the clause describing the quality.

The General Words.

The general words, and the usual clauses of all the reversion, remainder, estate &c., when in the usual form, may be given very briefly, thus :

And all houses, &c.

And the remainder, &c.

And all the estate, &c.

And all deeds, &c.

The Habendum.

The habendum should be fully abstracted, so as to shew who the limitation is to, and what charges the property is subject to ; and in titles of leasehold property, the terms for which it is granted.

The Reddendum.

The reddendum may in general be abstracted very shortly, except when rent is reserved in some particular manner, or where the rent is the subject of the title to be considered, and the deed is abstracted for the purpose of shewing the creation of the rent. In cases of this kind the abstract should be full, with these exceptions: it is sufficient to shew the quantum of rent and the stated times of payment; and if such be the fact that the rent is to be clear of deductions for land tax, or of all deductions generally, and what rates, taxes, and what covenants and conditions the premises are subject to or exempted from.

Uses.

Uses, especially those to bar dower, should be given in the language of the deeds; or in other words, they should be transcribed and not abstracted.

Trusts.

Trusts are of several descriptions. 1st. Those which limit estates in a special manner, as to L. M. for life, remainder to his first or other sons in tail, or the like. 2ndly. Trusts by way of power, as upon trust for such persons &c. and as J. E. shall

appoint; and these trusts fall under the same consideration as powers. 3rdly. Trusts which direct a settlement, &c. and a sale, &c. an exchange, &c. and the payment of debts generally, the payment of schedule debts, the payment of portions, of money to be raised by way of mortgage for particular purposes, varying the mode of trust with all the various exigences of families or individuals.

Trusts of this description should be abstracted as far as they are natural to the title, and all such trusts as have been and are intended to be performed, you should shew so much of the trust as will satisfy the purchaser that the act which was directed to be done has been duly performed; and if it be incumbent on the purchaser to see that the money arising under the trusts has been duly applied, then the trust which directs the application should be stated. (1 Prest. Abst. 134.) But if it can be clearly ascertained that they have not, or cannot be exercised, or are not intended to be carried into effect, a short statement that there were such trusts in the deed will be sufficient.

Powers.

Powers which have been exercised, or which are to be exercised in order to complete the title, should be abstracted verbatim. They should shew the person or persons by whom the power

is to be exercised ; the mode of exercising the power, as by deed, will, &c. ; and the circumstances which are to attend the execution, as the attestation, &c. ; the time at which the power is to be exercised, if any time is prescribed : the consent or request, which are essential to a valid execution of the power, and the mode in which such consent or request is to be expressed ; the act authorised by the power, as to sell, exchange, &c. together with the circumstances connected with the mode of executing the power ; the person or persons in whose favour the power is to be exercised, as children, or a particular child, and the estate which may be appointed to them ; and whether the power is to be exercised revocably or irrevocably. Powers, such as are barred, released, extinguished, or become incapable of taking effect, or which are immaterial to the title, may merely be noticed in the abstract.

When there is an indemnity to purchasers paying the money, and the power has been exercised, the clause which enables the trustees to give receipts for the purchase money should be abstracted, and the clauses which contain the directions for the application of the money should be omitted.

If the deed contain a power to appoint new

trustees, and the title is, or is to be derived through or under the new trustees and the acts done by these trustees, the powers should be fully abstracted; but when this is not the case, it is sufficient that it be shortly referred to. (1. Prest. Abs. 152.) It is sufficient that there be a notice that such a power was conditioned in the settlement in these terms:—with power to G. C. to jointure on a second wife; or with the usual power to sell, exchange, and make partition; or with a power to raise portions for younger children of a second marriage, or the like.

The Provisoes and Conditions.

Conditions and provisos,—as conditions for defeating the estate granted,—provisoes for redemption and re-conveyance, and for the lessee of terms,—should always be abstracted. In abstracting a proviso for redemption, it should be shewn by whom the money is to be paid, and to whom: the time of payment and the rate of interest should also be mentioned.

In abstracting the provisos for lessees, the part of the proviso setting out on what circumstances the term was leased, should be fully stated. Stewart's Conv. and Prest. Abst.

In abstracting leases the proviso for re-entry is generally noticed in this manner. "Proviso for re-enty on breach of Covenants." Now this proviso should be abstracted with more care, and the acts, times, and events upon which the forfeiture is to take place, should be clearly set forth.

The Covenants.

The covenants usually inserted in deeds should merely be noticed, unless they are qualified, and then they should be stated. They should always state by and with whom they are entered into, and the class of representatives that are bound by them, in order that it may be seen whether they are real or personal covenants, and who can sue and be sued upon them; you should always pay particular attention to any exceptions contained in the covenant against incumbrances, and for quiet enjoyment; and if any appear, they should be abstracted in the words of the covenant. The following circumstances should always be set forth: viz. outstanding terms, which are sometimes treated as incumbrances, and here noticed. If there is no other information concerning a term, the abstract should adopt the words of exception; but if the term and all the circumstances belonging to it have been previously noticed, the reference to it should then be short,

except when the evidence of the title to the term appears different in the exception from the evidence in the former part of the abstract; in which case the reference to the term should be fully abstracted. When a covenant for the production of title deeds discloses any evidence of the title not contained in a former part of the abstract, it is necessary that it should be noticed; and when there is a schedule of deeds, it should be stated, as a purchaser will then have notice of any circumstances affected by them.

With regard to covenants to levy fines and suffer recoveries, they should not only shew the parties by and between whom they were intended to be levied and suffered, but they should also state the wife's assent thereto, if expressed; at whose expence, what time they are to be levied or suffered, and the description of fine or recovery to be passed, whether *sur cognizance de droit comi ceo*, &c., or *sur concessit*, &c.

In abstracting leases, all the burdensome covenants should be fully given; and wherever any special or unusual covenants occur in a deed, they should be fully abstracted. 3 Stewart's Conv. 8.

Execution.

You should always mention by whom the deed is executed, and should any particular mode of execution be necessary, as being an execution under a power, or otherwise, it should be shewn particularly how the deed was executed, in order that it may be seen whether or not it is properly executed, and you ought also to state what parties have signed the deed; and if executed by an attorney, it should be noticed thus: "executed by the said William Moris, by L. M., his attorney, thereunto lawfully authorised," (according to the words used in the attestation).

The Attestation.

It is the common practice, though not by any means a good one, to state very shortly that the deed was "duly executed and attested;" but, as Mr. Barton very justly observes, "this is not determining upon the question to be decided." It should be stated by whom in particular it was executed, and how in particular such execution was attested, that the purchaser's counsel may be enabled to judge whether it was executed by all the necessary parties, or in the proper form or not, as the execution and attestation of deeds in exer-

cise of powers ; for instance, one amongst others, the very essence of the assurance, any omission or inaccuracy in this, often gives rise to questions of considerable doubt as well as of importance ; therefore, the attestation in those cases should always be set out, as the want of this or any remission of care on the part of the purchaser's solicitor in examining the abstracts with the deeds, may be attended with fatal consequences to his client.

The Receipt.

The Receipt should be noticed, and it should appear that it has been given by the person to whom the money is expressed to have been paid, and signed by the person by whom it ought to have been signed. (As to the necessity of a receipt being endorsed on a deed, see Articled Clerk's Assistant, p. 154.) And when part of the money secured by a mortgage appears by a receipt endorsed on the mortgage to have been paid off, this fact should be noticed.

Indorsements.

Memorandums of livery of seisin, inrolment, registration, collateral agreement between the parties, or any interlineation, or anything that is endorsed on the deed, should be abstracted.

PART II.

HAVING shewn how the abstract is formed, I shall now point out how different kinds of instruments and documents are to be abstracted, and shall first commence with a

Fine.

The abstract of a fine should state the time and the court in which it was levied, the names of the plaintiff and defendant; what kind of fine; description of the parcels, whether with or without proclamations. Prest. Abst. 158. x

A Recovery.

In abstracting a common recovery, it should shew the terms in which it was suffered, the names of the demandants, the tenant and vouchees, and the county in which they are situated, and the time at which the writ was returnable, and seisin delivered. x

x See first on cover of Book

A Will.

An abstract of a will should contain the name and description of the testator, the words of the gift or devise, and every expression in the will in any manner abridging, giving over, or charging the property, as nearly as possible in the words of the testator ; the execution and attestation, the death of the testator, and generally of freehold property who was the testator's heir at his decease, and also, if there be a confirmation of a will by the heir at law, the appointment of executors, the court where, and by whom proved, together with the date of the probate, and in a register county, the registry. Codicils which revoke a will should be given according to the order of their date ; also in cases of republication the date of the same. Mr. Barton is of opinion that wills ought not to be abstracted but copied, and there are many cases in which it is advisable to do so.

Of Administration.

When the personal representative to a deceased person is material, as it is in all cases respecting chattels real or personal charges, and the person died either originally or eventually intestate, the letters of administration of his effects should be

abstracted. They may be general or special, and should be abstracted accordingly. They should shew the date of the letters of administration, by whom obtained, out of what court, and the subject of administration. (Prest. Abst. 188).

Acts of Parliament.

An abstract of an act of parliament should state the session when it passed, and the day it received the royal assent; the title of the act, the enacting clause, indemnity to purchasers, and the saving clause. When any local inclosure act is to be abstracted, it ought to shew the variations (if any) from the provisions of the general act. (Prest. Abst. 165.)

Bankruptcy Proceedings.

When a title depends upon a bankruptcy, the commission or fiat should be abstracted, with the date of the commission and the names of the commissioners, the clause of a quorum under a commission, the act of bankruptcy, and the adjudication and appointment of assignees, all which will appear in the recitals to the bargain and sale; then the testatum and habendum &c. as in other deeds, and particularly the day on which the bargain and sale was enrolled, since the deed operates not as in common cases from the time of its execution, but from that of its enrolment. (Prest. Abst. 167).

Chancery Proceedings.

When proceedings in Chancery affect the title, they should be abstracted at the time of exhibiting the will, together with the names of the plaintiff and defendant; then the decree, as far as it affects the title, as by declaring the will of the real estate duly proved, decreeing a redemption, foreclosure, partition &c., directing a sale in performance of trusts, or a mortgage to be made, portions to be raised, and application of the money, &c.,—the Master's report, with the order for confirmation; and lastly, the Master's approval of the conveyance. (1 Prest. 189).

Appointments.

In the abstract of an appointment you should set out the power out of which it arises, also the power of revocation (if there be any), and the execution and attestation very correctly.

Exchange.

In abstracting a deed of exchange, you ought fully to set forth the eviction clause, also the powers and saving clause.

Bargain and Sale.

In an abstract of a bargain and sale, you should state whether by indenture or deed poll; and the consideration must be set out very carefully, and the time of enrolment.

Leases.

In the abstract of a lease, the title of the person who granted the lease ought to be shewn, if the purchaser be not precluded by the contract from requiring it, and if it be an under-lease the title of the original and all under-lessors should be deduced. (See Prest.)

Feoffment.

In abstracting a feoffment you ought to state the grant of title deeds, if any warranty of title, and indorsement of livery of seisin.

Award.

The abstract of an award under an inclosure act should be preceded by shewing the title to the lands in respect of which the allotment was made, the authority of the commissioners, "By virtue of an act passed &c., by the award bearing date &c., was allotted all that &c.," and, lastly, the enrolment of the award.

Copyholds.

In the abstract of the title to copyhold estates, you should shew the date of each surrender and admittance, the person by whom the surrender was made, the admittances or grants by the lords upon forfeitures &c., the lands which are surrendered as to which admittance is granted, also the admittance of the heir as such, the surrenders made to the use of the will, and whether made generally or specially; and the will (if any) made in pursuance of the surrender should also be shewn. (Prest. Abst. 202.)

Lastly.

What should accompany the abstract.] The abstract should be accompanied by a correct statement of all facts connecting or supporting the title, such as births, deaths, marriages &c., together with all documentary evidence serving to authenticate the facts, as certificates of births, burials, or marriages, probates of wills in case of survivorship, letters of administration in case of administration and intestacy, a pedigree to prove a descent, or an affidavit of some member of a family to prove a failure of issue. Entries in Bible, declarations on families' grave stones, and other authenticated evidences will be admitted, which are free from suspicion. *Whitlock v. Baker*, 3 Ves. 511

The abstract should also contain all incumbrances affecting an estate, as judgments &c. The recital of deeds that are lost will be admitted as evidence, and entries in the book of a deceased attorney for charges in executing a deed have been admitted. *Shipwith v. Shirley*, 11 Ves. 64.

As to the professional duties connected with abstracts of title, read the 3d vol. of Mr. Stewart's valuable work on Conveyancing.

ABSTRACT of the title of W. T., Esq., to certain messuages, hereditaments and premises, called [], in the parish of , in the county of Cornwall.

1st Jan.
1790,

BY AN INDENTURE of ffeoffment of this date made between W. N.^a of in the parish of [] in the county of Cornwall, Esquire, of the first part, G. C. of the same parish and county, Esquire, of the second part, and O. T., of the town of [], in the county of Devon, Gentleman, of the third part ;

WITNESSETH, that in consideration of the sum of pounds, to the said W. N., paid by the said G. C., (receipt acknowledged) he the said [], did grant, alien, enfeoff, and confirm unto the said G. C., and his heirs,

All that messuage, &c.^b

Together with all houses, &c.

^a The first mention of a name should set out the addition ; upon its subsequent occurrence, the said [] will be sufficient.

^b Copy the premises from the deed down to the general words, then as follows, should the description of the premises continue the same throughout the deed mentioned, then in the subsequent deeds, as "all the hereinbefore abstracted premises," should the *description* vary ; but if the premises continue the same, you should mention them as "all the hereinbefore abstracted premises," by the description of all, and setting out their description ; and if any deed contains other premises than those in question, mention them as "*inter alia* all," &c. &c.

And the reversion and reversions, remainder and remainders, &c.

And all the estate, &c.

Together with all deeds, &c.

TO HOLD the same with their appurtenances unto the said G. C. and his heirs, to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisions, conditions, and declarations, as he the said G. C. should, by any time or times thereafter, by any deed or deeds, instrument or instruments in writing, with or without power of revocation and new appointment, to be by him sealed and delivered in the presence of and to be attested by two or more credible witnesses, direct or appoint; and in default of any such direction or appointment, and so far as any such direction or appointment, if incomplete, shall not extend; and in the mean time, and until such direction or appointment should be made.

TO THE USE of the said G. C., and his assigns, for and during the term of his natural life, without impeachment of waste.

Remainder

TO THE USE of the said O. T. and his heirs, during the natural life of the said G. C., in

trust for him and his assigns. Remainder
To the use of the said G. C., his heirs and
assigns for ever.

USUAL^d COVENANTS for title.

EXECUTED^e by the said W. N. and G. C., and
attested by two witnesses, with memorandum
of livery of seisin, and receipt for considera-
tion money indorsed, signed, and witnessed.

5th & 6th March.
1782

BY INDENTURES of lease and re-
lease of these dates, the release
being made between the said
G. C., therein described as of aforesaid, of
the first part, L. M., of , in the county
of Bedford, Gentleman, of the second part, and
R. W. of , in the county of Cornwall,
Esquire, of the third part.

AFTER RECITING the said hereinbefore ab-
stracted indenture of feoffment,

AND STATING that the said G. C. had con-
tracted and agreed with the said R. W. for

^d Set out any *unusual* covenant or clause.

^e Always state by whom the deed is executed, and how such
execution was attested, that the purchaser's counsel may see
whether it is properly executed or not.

the absolute sale to him of the said capital messuage, &c. and the fee-simple and inheritance thereof, at or for the price or sum of pounds; and that the said R. W. not being prepared to pay the full amount of the said sum of pounds, requested the said L. M. to advance him the sum of pounds, in order to enable him to complete the said purchase, which the said L. M. had agreed to do upon having the repayment thereof with interest secured to him in manner therein mentioned.

IT IS WITNESSED, that, for the considerations thereafter expressed, and in pursuance and part performance of the said thereinbefore recited agreement,

He, the said G. C., in pursuance and by virtue and in exercise and execution of the power of appointment to him the said G. C. in that behalf given and reserved by the thereinbefore recited and before abstracted indenture of feoffment, and of all and every other powers and authorities, power and authority, enabling him in that behalf,

DID by that deed or instrument in writing, by him the said G. C. sealed and delivered in the presence of and attested by the two credible persons whose names are thereon endorsed as witnesses attesting the sealing

and delivering thereof by the said G. C., irrevocably direct, limit, and appoint, that

ALL the hereinbefore abstracted premises SHOULD thenceforth go, remain, and be, and that the said indenture of feoffment should thenceforth to operate and enure

To THE USES, upon and for the trusts, ends, intents, and purposes thereafter declared of and concerning the same.

AND it is, by the abstracting indenture, further witnessed, that in further pursuance and performance of the said thereinbefore recited agreement, and in consideration of the sum of pounds, (mortgage money) to the said L. M. paid by the said R. W., (the receipt acknowledged) and of the further sum of pounds (residue) to the said G. C., paid by the said R. W., making together with the said sum of pounds paid by the said , the full amount of the said sum of pounds, the receipt of which said sum of pounds, and that the same was in full for the absolute purchase of the said capital messuage, &c., and the fee-simple and inheritance thereof, he, the said G. C., did thereby acknowledge, HE, the said G. C.

DID grant, bargain, sell, alien, release and confirm unto the said R. W. (in possession), and to his heirs,

ALL the before abstracted premises.

To HOLD the said capital messuage, &c. with their appurtenances, unto the said R. W. and his heirs, to the uses, and upon and for the trusts, intents, and purposes thereafter expressed and declared of and concerning the same.

DECLARATION, that those presents, and the appointment, grant, release and confirmation thereinbefore contained, should be, operate, and enure

To THE USE of the said R. W., his heirs and assigns for ever, with a proviso that

IN case the said R. W., his heirs or assigns, should on or before the day of , which would be in the year , pay, or cause to be paid, unto the said [], his executors, administrators, or assigns, the full sum of pounds, (mortgage money) and also interest for the same sum, after the rate of pounds per cent. per annum, at the several times therein appointed for payment thereof; that then, and immediately after, full satisfaction and payment should have been made as aforesaid, the now abstracting indenture, and the appointment, grant, release, and conformation thereinbefore contained, should be, operate, and enure

To THE USE of the said R. W., his heirs and assigns for ever.

COVENANTS from the said [] for title.

COVENANT from the said R. W. for payment of the mortgage money, and for further assurance to the said .

EXECUTED by all parties, and attested by two witnesses, with separate receipts for pounds and pounds, indorsed, signed, and witnessed.

BY AN INDENTURE of feoffment of this date, made between [], of aforesaid, of the one part, and [] and [], both of , of the other part.

AFTER RECITING the hereinbefore abstracted indenture of release, and stating that the said [] had performed the condition of the said indenture, by making full payment to the said [] of the said sum of pounds and the interest thereof, at the time in the same indenture appointed for payment

^f Every mortgage or other charge upon the property appearing in the title should be abstracted, although discharged, as the purchaser has a right to see that it is properly discharged.

thereof; whereupon the limitation of the use of the said capital messuage, &c. limited by the same indenture in favour of the said [], upon performance of the said condition, had taken effect, and become vested in the said [].

AND stating, that the said [] being seised of the capital messuage, &c. for an estate of fee simple and inheritance, had many years since departed this life intestate, and without issue, whereupon the said [] had entered upon the said estate, as his eldest brother and heir at law.

AND stating, that the said [] being minded to provide for his wife in the event of his decease in her lifetime, had agreed to make such provision for her as is thereafter expressed.

IT IS WITNESSED, that, in consideration of the sum of ten shillings to the said [] paid by the said [] and [], (receipt acknowledged)

HE, the said

DID grant, bargain, sell, alien, enfeoff, and confirm unto the said [] and [], and their heirs,

ALL the hereinbefore abstracted premises.

To HOLD, the said capital messuage, &c. with their appurtenances, unto the said [] and [] and their heirs.

To THE USE and intent that his wife and her assigns, from and after his decease, should, out of the rents and profits of the said estate, receive and take one clear annuity, or yearly sum of pounds, for and during the term of her natural life, to be received and taken by her at such times and in such manner as is therein mentioned.

EXECUTED by the said [], and attested by two witnesses, with memorandum of livery of seisin indorsed.

Pedigree.



5th & 6th May, 1804. BY INDENTURES of lease and re-lease, the release being made between aforesaid, Esquire, of the first part; , of , in the county of Devon, spinster, of the second part; , of aforesaid, Esquire, and , of the city of London, merchant, of the second part; and , of , in the county of Brecon, banker; and , of the same place, gentleman, of the third part.

AFTER RECITING the before abstracted indenture of release of the 6th March, 1782:

AND reciting the before abstracted indenture of feoffment of the 15th, December, 1800:

AND stating that the said [] departed this life intestate, and without issue; whereupon the said [], as his next brother and heir at law, became seised of the said capital messuage, &c. for all the estate therein of the said [], subject nevertheless to the payment of the annuity secured to the said [], by virtue of the said thereinbefore recited and before abstracted indenture of feoffment:

AND stating that the statement of the decease of the said , in the said therein recited and before abstracted indenture of feoff-

ment, was not correct, but that the said [] was, at the date of the same indenture, living and residing in the West Indies; wherefore it appeared that the said had been disseised by the entry of the said ; and that the estate gained by such disseisin, which descended upon the said , as the eldest brother and heir at law of the said , had been abated by the entry of the said []:

AND stating that the said [] departed this life in or about the month of June 1803, intestate and without issue, whereupon the said [] became remitted to the ancient estate of fee simple by descent thereof upon him as the brother and heir at law of the said :

AND stating that the said [] had refused to pay the annuity secured to the said [] by the therein before recited and hereinbefore abstracted indenture of feoffment:

AND stating that a marriage had been agreed upon, and was then intended shortly to be had and solemnized between the said [] and []:

It is WITNESSED, that in consideration of the said intended marriage, and of the sum of £ , three per cent. consolidated bank annuities, then standing in the name of the said in the

books of the Governor and Company of the Bank of England, and to which the said would be entitled upon the solemnization of the said marriage, and which was intended to be transferred into his name immediately after the said marriage should have been solemnized, and for the sum of ten shillings to the said paid by the said (receipt acknowledged), he the said

DID grant, bargain, sell, release, and confirm unto the said and
(in their possession), and to their heirs—

ALL the hereinbefore abstracted premises. To HOLD the said messuage, &c. with their appurtenances, unto the said and and their heirs for ever, nevertheless to the uses, upon the trusts, for the intents and purposes, and under and subject to the powers, provisoes, limitations, declarations, and agreements thereafter limited, expressed and declared of and concerning the same, that is to say:—

To THE USE of the said , his heirs and assigns, until the said intended marriage should be had and solemnized; and from and immediately after the solemnization thereof, To THE USE of the said , and their executors, administrators, and assigns, for and during and unto the full end and term of ninety-nine years, thence next ensuing,

and fully to be complete and ended, upon the trusts, and subject to the provisoes and agreements thereafter expressed and declared of and concerning the same.

Remainder

To THE USE of the said [] and his assigns, for and during the term of his natural life, *sans* waste, in trust to support contingent remainders.

Remainder

To THE USE, intent, and purpose, that the said [], (in case she should survive her said intended husband), and his assigns, should from and after the decease of the said [], receive an annuity of [] pounds, in manner therein mentioned.

Remainder

To THE USE of the said [] and [] their executors, administrators, and assigns, for the term of five hundred years, upon the several trusts, to and for the several intents and purposes, and under and subject to the several provisoes and agreements thereafter expressed and declared of and concerning the same.

Remainder

To THE USE of the first son of the body of the said [], on the body of the said [], his intended wife, to be begotten, and of the heirs male of the body of such first son lawfully issuing.

Remainder

To THE USE of the second, third, fourth, fifth.

and all and every other the sons and son of the body of the said [], on the body of the said [] to be begotten, severally, successively, and in remainder, one after another, according to their seniority of age and priority of birth: and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of such sons, and the heirs male of his and their body and respective bodies issuing.

Remainder

TO THE USE of all and every the daughter and daughters of the said [], on the body of the said [] his intended wife, to be begotten, equally to be divided between or amongst them, share and share alike, as tenants in common, and not as joint tenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing, with cross remainders over.

REMAINDER to the use of the said [], his heirs and assigns for ever.

DECLARATION that the said term of ninety-nine years thereinbefore limited in use to the said [

], their executors, administrators, and assigns, as therein is aforesaid, was so limited to them.

UPON TRUST for securing unto the said [], during the joint lives of herself and her said intended husband, the yearly sum of pounds by way of pin money, and subject thereto upon trust for the said [], and his assigns, for the said [], and his assigns, for the term of his natural life.

PROVISO for cessor of the said term of ninety-nine years, upon the decease of either of them, the said [], and after payment of all arrears (if any) of the said annual sum of pounds, and all costs and expences incurred by them the said [] and [], in respect of or relating to the same term.

DECLARATION that the said term of five hundred years thereinbefore limited in use to the said [], their executors, administrators, and assigns, as therein is aforesaid, was so limited to them,

UPON TRUST in the first place for better securing to the said [], and her assigns, the yearly rent-charge or sum of pounds in the event of her surviving her husband, and upon further trust for securing portions for younger children, and subject thereto,

UPON TRUST for the person and persons to whom the next and immediate reversion, or remainder expectant upon the determination of the said term of five hundred years, of and in the said premises should for the time being belong, and to permit and suffer him, her, or them, to receive the residue or surplus of the rents and profits which should remain after the full performance of the trusts thereinbefore declared of the said term of five hundred years.

PROVISO for cesser of the said term of five hundred years, upon the execution, performance, and satisfaction, or the becoming unnecessary or incapable of taking effect of the trusts thereinbefore declared of the same term.

Power of Leasing.

DECLARATION that it should be lawful for the said [] and the survivor of them, and the heirs of such survivor, and they and he are thereby authorised and empowered at any time or times thereafter, at the request and by the direction of the said [] during their joint lives, and in case the said [] should depart this life in the lifetime of the said [] then at the request, and by the direction of him, the said [] alone during his life (such request and direction to be testified by some

writing or writings under the hands and seals of the said [], (or under the hand and seal of the said [], in case he should be the survivor of them,) to make sale, alien and dispose of, or to convey in exchange for or in lieu of other messuages, lands or hereditaments, to be situate somewhere in that part of Great Britain called England, or in Wales, all or any part of the hereditaments thereby granted and released, or intended so to be, with the appurtenances and the inheritance thereof, in fee simple, to any person or persons whomsoever, either together or in parcels, for such price or prices in money, or for such equivalent or recompense in messuages, lands, or hereditaments, as to them the said [], or the survivor of them, or his heirs, should seem reasonable, and for the intents and purposes therein aforesaid, or any of them, it should be lawful to and for the said [], and the survivor of them, and the heirs of such survivor, at such request and by such direction, so testified as therein aforesaid, by any deed or deeds, writing or writings, to be by them, the said [] or the survivor of them, sealed and delivered in the presence of and attested by two or more credible witnesses, to revoke, determine, and make void, all and every the uses, estates, trusts, limitations, powers, provisoes and agreements thereinbefore limited, expressed, declared and contained of and concerning the hereditaments

so to be sold or exchanged, or any part thereof ; and by the same or any other deed or deeds, writing or writings, to be by him or them sealed and delivered and attested as therein aforesaid, to limit and appoint, direct and declare such use or uses, estate or estates, trust or trusts of the hereditaments, the uses whereof should be revoked, which it should be thought necessary or expedient to limit, declare or appoint, in order to effect such sale, exchange, or disposition as therein aforesaid, and that upon any such exchange as therein aforesaid, it should and might be lawful for the said [], or the survivor of them, or his heirs, to receive or take any sum or sums of money, by way of equality of exchange, and also upon payment of any money to arise by such sale of the said hereditaments or any part thereof, or to be received or taken for or by way of equality of exchange, that it should be lawful for the said [

], or the survivor of them, or the heirs of such survivor, to give and sign receipts for the money, for which the same should be so sold, or so to be paid for equality of exchange ; which receipts should be sufficient discharges to the person or persons paying the same respectively, for the money for which the same should be so given, or for so much thereof as in such receipts should be respectively acknowledged or expressed to be received ; and that the person or persons paying the

same respectively and taking such receipt or receipts for the same as aforesaid, should not afterwards be obliged to see to the application, or be in anywise answerable or accountable for any loss, misapplication, or non-application of such money or any part thereof.

PROVISO for investing all sums of money received under abstracted power of sale and exchange in the purchase of other hereditaments in manner therein mentioned,

DECLARATION that as well the hereditaments so to be purchased, as all and every the hereditaments so to be received in exchange as therein aforesaid, should thereafter forthwith be settled, conveyed and assured upon the uses and trusts of the now abstracting indenture.

PROVISO for investing same moneys until they should be laid out in the purchase of other hereditaments, and for enjoyment of the interest and produce thereof, by the party who, for the time being, would have been entitled to the rents.

DECLARATION that in case the trustees in and by the abstracting presents nominated and appointed, or any or either of them, or any succeeding or other trustees or trustee of the said trust estate and premises, to be nominated as thereafter mentioned, or their or any of their heirs, executors or administrators, should happen to die, or be desirous of being discharged of and from, or refuse or

become incapable to act in the trusts and powers thereinbefore expressed, declared and contained, before the same trusts should have been fully performed, exercised, or satisfied, then and so often as the same should happen, it should and might be lawful for the said[]

during their joint lives, and after the decease of either of them, to and for the survivor of them during his or her life, and after the decease of such survivor, then to and for the surviving or continuing or other trustee or trustees of the premises, the trustee or trustees of which should so die, desire to be discharged, or refuse or become incapable to act as aforesaid, by any deed or writing under their, his, or her hands and seals, or hand and seal, to nominate, substitute and appoint any other person or persons to be a trustee or trustees in the place and stead of such trustee trustees or trustee so dying, desirous to be discharged, or refusing or becoming incapable to act as aforesaid, and that when and so often as any such new trustees or trustee should be nominated and appointed as therein aforesaid, all the said trust estate and premises, the trustee or trustees whereof should so die, desire to be discharged, or refuse and become incapable to act as therein aforesaid, and which should be of a freehold nature, should be by virtue of such appointment immediately vested in such newly appointed trustee or trustees jointly, with

such of the former trustees as should be willing and capable to act, or in case there should be no continuing former trustee, then in such newly appointed trustee or trustees only; to, for, and upon the uses, trusts, intents and purposes therein before limited, expressed, declared and contained of and concerning the same, or for so many and such part or parts thereof as should be then subsisting, or capable of taking effect, and that such part or parts of the said premises or trust estates as should be of any other nature than freehold, should be thereupon, with all convenient speed, conveyed, transferred, assigned, and assured respectively (according to the nature thereof,) in such sort and manner, and so that the same should and might be legally and effectually vested in the newly appointed trustee or trustees, jointly with such of the former trustees as should be willing and capable to act; or in case there should be no continuing former trustee, then in such newly appointed trustee or trustees only: to, for, and upon the trusts, uses, intents, and purposes thereinbefore limited, expressed, declared and contained of and concerning the same, or for so many and such part or parts thereof as should be then subsisting or capable of taking effect; and that the new trustee or trustees who should be appointed in the room and stead of such deceased or discontinuing trustee or trustees and their heirs,

should and might exercise all or any of the powers or authorities thereinbefore given to such deceased or discontinuing trustee or trustees and their heirs as therein aforesaid, as fully and effectually as if he or they had been originally named and appointed a trustee or trustees in and by those presents.

Usual indemnity to trustees.

EXECUTED by all parties, and attested
by two witnesses (*as the case may be.*)

Nov. 8th,
1808.

By A DEED POLL under the hand and seal of the said [], indorsed upon the hereinbefore abstracted indenture of release of the 6th May 1804,

AFTER STATING that the said marriage between the said [] was duly solemnized shortly after the execution of the within written and last before abstracted indenture of release;

AND stating that there was issue of the said marriage, one son and one daughter; []

AND stating that the said [] by her said marriage became [], had de-

parted this life, leaving the said [] her husband her surviving ;

AND stating that the said [] had departed this life, leaving the said [] him surviving ;

AND stating that the said [] was desirous of appointing [] of [] in the county of , Esquire, to be a trustee under the said within written and before abstracted indenture of release, in the place of the said [], deceased, and in conjunction with the said []:

IT IS DECLARED, that for the purpose of carrying the said recited intention into effect, he, the said [], in pursuance and performance, and in exercise and execution of the power and authority to him for that purpose given by the said within written and hereinbefore abstracted indenture,

DID by that writing, under his hand and seal, nominate, substitute, and appoint the said [] to be a trustee in the place and stead of the said [] deceased.

TO THE INTENT that all and singular the hereditaments comprised in the same indenture of release might be legally and effectually vested in the said [] and his heirs, jointly with the said [] and his heirs, to, for, and upon, the uses, trusts, intents and purposes, in the within

written and hereinbefore abstracted indenture of release, limited, expressed, declared and contained of and concerning the same, or for so many and such part or parts thereof, as should be then subsisting or capable of taking effect.

July 1st,
1828. BY AN INDENTURE of this date made between the said [] of the first part, the said [] of the second part, and [], therein described as of the [], jeweller, of the third part.

AFTER RECITING the above abstracted indentures of lease and release of the 5th and 6th of May, 1864;

AFTER reciting the before abstracted indentures of appointment indorsed upon the thereinbefore recited and hereinbefore abstracted indenture of release of the 6th May, 1864;

AND stating that the said [], at the request and by the direction of the said [

] had contracted and agreed with the said [] for the absolute sale and disposal to him of the freehold and inheritance in fee simple in possession of and in the said

capital messuage, &c. with the appurtenances, including the timber thereon, (which had been duly valued), free from all incumbrances, except the land tax, at or for the price or sum of pounds, which appeared to them the said [] to be a reasonable price for the same hereditaments and timber thereon.

It is WITNESSED, that in pursuance of the said recited contract and agreement, and for carrying the same into effect, and in consideration of the sum of pounds to them, the said [] paid by the said [], at or immediately before the execution of the now abstracting indenture, and the receipt of which said sum of pounds, and that the same was in full, &c. they, the said [], did thereby admit and acknowledge, and of and from the same sum, and every part thereof, they, the said [], and also the said [], did acquit, release, exonerate, and discharge the said [], his heirs, executors, administrators, and assigns; they, the said [], at the request and by the direction of the said [], testified by that writing under the hand and seal of the said [] by that present deed, sealed and delivered by them the said []; in the presence of and attested by the two credible persons whose names were intended to be indorsed upon those presents as witnesses

attesting the sealing and delivering thereof by the said [],

DID revoke, determine and make void, all and singular the uses, trusts, powers, and provisoes limited and created by the said thereinbefore recited and hereinbefore abstracted indenture of release, save only such part or parts of the said uses, trusts, powers and provisoes as were necessary for the purpose of giving effect to the now abstracting indenture, and to the sale and disposition thereby intended to be made :

AND IT IS BY THE NOW ABSTRACTING INDENTURE FURTHER WITNESSED, that in pursuance and further performance of the said contract and agreement for sale, and for carrying the same into effect, and for the considerations therein aforesaid, they, the said [], in pursuance and execution and by force and virtue of the power and authority to them for that purpose given to or vested in them, under or by virtue of the said thereinbefore recited and before abstracted indenture, and in pursuance, exercise, and execution, and by force and virtue of every power and authority whatsoever vested in or enabling them in that behalf,

DID, by that present deed or instrument in writing, sealed, delivered, and attested as therein aforesaid, limit and appoint, direct

and declare, that immediately and for ever from and after the sealing and delivery of those presents by them, the said [] respectively,

ALL the hereinbefore abstracted premises SHOULD go and be, continue and remain, and that the said hereinbefore recited and before abstracted indenture of release should operate and enure

To THE USE of the said [], his heirs and assigns for ever.

COVENANT from the said [] that they had done no act to incumber.

COVENANTS by the said [] for title.

EXECUTED by the said [],
and attested by two witnesses, with receipt for consideration money indorsed, signed, and witnessed.

Appointment.

BY INDENTURE made between []
6th April, 1838. of the parish of Saint Peter's, in the
county of Brecon, Esquire, and Elizabeth his wife, of the one part, and [], of
the other part, in the county of Cornwall, gentleman,
of the other part;

RECITING that by an indenture dated the second day of May, 1837, made between the said [] and Elizabeth his wife, of the one part, and [] of the other part, and by virtue of a fine with proclamations therein duly acknowledged and levied by the said [] and Elizabeth his wife, to the said [] and his heirs, of Easter Term, in the twenty-third year of his late Majesty King George the Third, pursuant to a covenant in the said indenture contained, All the hereditaments thereafter and by the now abstracting indenture granted, limited, directed, and appointed, were limited and assured, To the use of such person or persons, for such estate and estates, interest or interests, and to and for such ends, intents,

and purposes, and with, under, and subject to such powers, provisoes, declarations, and agreements, as the said [] and Elizabeth his wife, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him in the presence of, and to be attested by two or more credible witnesses, should from time to time direct, limit, or appoint the same, or any part thereof.

IT IS WITNESSED that for divers good causes and considerations them the said [] and Elizabeth his wife thereunto specially moving, (and in pursuance and exercise of the power and authority to them reserved and given by the said in part recited indenture, and by virtue thereof, and of all other powers and authorities to them or either of them given, or enabling them in that behalf,) and each of them

DID (by the now abstracting deed or instrument, under both their hands and seals, execute in the presence of the two credible witnesses whose names are hereupon indorsed as witnesses thereto, and attesting the execution thereof as aforesaid,) grant, limit, direct, and appoint,

TO THE USE of the said [], his heirs and assigns for ever,

All, &c.

And the remainder and the remainders,
reversion and reversions, &c.

And all the estate, &c.

AND the said [] and Elizabeth his
wife,

DID also thereby limit, direct, and appoint,
That the said in part abstracted indenture
and fine levied in pursuance thereof, as far as
the same regarded or related to the said
hereditaments and premises thereafter and
hereinbefore limited, directed, and appointed,

SHOULD BE AND ENURE,

And that the same hereditaments should be
and remain, and be held and enjoyed, and
that the conuzee in the said fine named, and
his heirs, and all and every person and per-
sons who was or were seized of the said
hereditaments, his or their heirs, should
stand seized thereof,

TO THE USE of the said [], his
heirs and assigns,

IN TRUST nevertheless for the only bene-
fit and advantage of the said [],
his heirs and assigns for ever.

Executed by the said [] and
Elizabeth his wife, and attested by
two witnesses.

Bargain and Sale.

BARGAIN and SALE *to make a tenant to pre-
cipe for suffering a recovery by tenant for life
and remainder man.*

BY INDENTURE made between [],
 May 3rd of, &c. of the first part; [] of the
 1838. second part; [], of &c. of the
 third part; and [], of the fourth part,

RECITING that [], late of []
 Esquire, deceased, by his will dated the
 day of , duly executed and attested so as
 to pass freehold estates of inheritance, the he-
 reditaments and premises thereafter bargained
 and sold were limited to the said []
 for life, with remainder to said [] in
 tail general, with divers remainders over.

AND RECITING that said [] and []
 had agreed to suffer a common recovery of the
 said hereditaments, in order to bar all estates
 tail and remainders expectant thereon, and to
 limit the uses of the said recovery in manner
 thereafter mentioned;

IT IS WITNESSED that in pursuance of the said
 agreement, and for the docking, barring, and ex-

tinguishing all estates tail, and the reversions and remainders, charges and limitations thereon expectant or depending; and all other estates, rights, and interests whatsoever in or out of all or any of the hereditaments thereafter bargained and sold; and also in consideration of 10s. by said [], paid to said [],

HE the said [], (with the privity and approbation, and by the express direction of said [], tenant in tail, testified as therein mentioned) *did* bargain and sell.

AND the said [] *did* bargain and sell ratify and confirm, unto the said [], and to his heirs and assigns—

ALL, &c. &c.

And the reversion and reversions, and remainder and remainders &c.

And all the estate, &c.

TO HOLD the same unto and to the use of the said [], his heirs and assigns for ever.

TO THE INTENT that said [] might become perfect tenant of the immediate freehold and inheritance of and in all said hereditaments, by the now abstracting indenture, bargained and sold, against whom one or more common recovery or common recoveries, with double voucher, might be thereof suffered as thereafter expressed.

DECLARATION that for the purpose aforesaid it should be lawful for said [], in the then next term to sue forth and prosecute out of the Court of Chancery one or more writ or writs of entry, *sur disseisin en le post*, so that one or more common recovery or common recoveries might be suffered of said hereditaments, thereby demanding against said [] the said hereditaments, which said common recovery, and all other common recoveries, conveyances and assurances then levied, or to be levied, suffered or executed of said hereditaments and premises,

SHOULD BE, OPERATE, AND ENURE, TO THE only proper *use* of the said [], his heirs and assigns for ever.

EXECUTED by said [], and [], and attested by two witnesses.
INROLLED, &c.

EXEMPLIFICATION of recovery, wherein
Trinity
Term
said [] was demandant, said [] tenant, said [] first
vouchee, and the said [] second vouchee.
OF, &c.

Describe the premises precisely as they are found in the exemplification.

AN ABSTRACT of the title of [] Esq.,
to a capital freehold messuage and other
hereditaments in the parish of
in the county of Devon.

BY INDENTURE of feoffment between
Jan. 1st, [], of, &c. of the one part, and
1700. [], of, &c. of the other part.

IT IS WITNESSED, that in consideration of the sum
of £. to said [], paid by said
[]; he said [] did grant,
bargain, sell, alien, enfeoff, and confirm unto said
[], his heirs and assigns for ever,

All that capital messuage, &c.

(state the parcels.)

And also all houses, &c.

And the reversion, &c.

And all the estate, &c.

TO HOLD the same unto and to the only use
of him said [] his heirs and assigns
for ever.

With a clause of warranty, whereby said []
[] agreed to warrant and defend said
capital messuage, &c. against himself and his
heirs, and all persons claiming under him and
them, to said [], his heirs and assigns.

EXECUTED by [], and attested
by two witnesses.

inheritance at the time of his decease, situate at [] in the said will mentioned, unto the said [], his heirs and assigns, in trust to sell and convert into money the said estates, for the purposes in the said will mentioned; and of his said will appointed the said [] sole executor;

AND RECITING that the said testator died on or about the [] day of [], and soon after his decease the said [] duly proved the said will in the prerogative court of the Archbishop of Canterbury;

AND RECITING that the said [] being satisfied that his said father was, at the time of making and publishing his said will of sound and disposing mind, memory, and understanding; and that the same was duly executed in the presence of and attested by three witnesses, as the law directs; and being also desirous to perform the said will without the charge and expence of proving the same in the Court of Chancery, by examining of witnesses to perpetuate the testimony thereof: and that the said will should in all things be ratified, confirmed and established, made good and effectual, according to the true intent and meaning thereof: and to prevent all other suits in law or equity, and all questions, controversies, and disputes, concerning

the validity or execution of said will, he the said [] had agreed to confirm the same; and to bargain, sell, and confirm the messuages, lands, tithes and hereditaments, thereby devised to the said [] in manner therein mentioned.

IT IS WITNESSED that for the ends, intents, and purposes aforesaid, and in pursuance of the said agreement, and also in consideration of 10s. to said [] paid by said [] :

HE, the said [], *did* bargain, sell, and confirm, unto said [], his heirs and assigns,

ALL and every the hereditaments and and premises whereof or wherein the said [], deceased, or any other person or persons, to or for his use or in trust for him, was at the time of his decease seised, possessed of, interested in, or intitled to, any estate of freehold or inheritance, situate, &c., and which in and by his will were given and devised to the said [], his heirs and assigns, upon the trusts therein mentioned.

And all the estate, &c.

And the reversion and reversions, remainder and remainders, &c.

TO HOLD unto the said [], his heirs
and assigns,

UPON THE TRUSTS in the will of the said
[], mentioned of and concerning the
same.

AND IT IS FURTHER WITNESSED, that to the in-
tents and purposes aforesaid, *he*, the said [],
did, for himself and his heirs, in all things ratify,
confirm, and establish the said will of the said
[], deceased; and all and every the de-
vises, bequests and limitations, directions and
appointments, thereby made or therein contained,
according to the true intent and meaning thereof.

EXECUTED by said [], and at-
tested by two witnesses.

Covenant.

COVENANT *to produce deeds.*

Sept. 3rd,
1814. BY INDENTURE between A. of
of the one part, and B. of , of
the other part.

RECITING the before abstracted indenture of
appointment and release dated

AND RECITING that in the contract entered
into by said A. with the said B. for the pur-
chase of the said premises, it was stipulated,
that inasmuch as the deeds and instruments
relating to the title to the said four messuages
thereby agreed to be sold related also to the
title to the said capital messuage called

, the property of the said A., the said
deeds and instruments should be retained by
the said A., who should covenant for the
production of the same to said B. in the
usual way.

IT IS THEREFORE WITNESSED that in pursuance
and performance of such agreement, and in con-
sideration of the premises, the said A. did cove-
nant with said B. his heirs, appointees, and
assigns, (unless prevented by fire or other in-

evitable accident) to produce the several deeds, instruments, and writings mentioned and specified in the schedule thereunder written. And also to furnish true and attested copies, abstracts and extracts of the same deeds, instruments and writings, to be made and taken at the request of the person or persons requiring the same.

EXECUTED by said A., and attested.

(always state the number of witnesses.)

Note.—The deeds and instruments mentioned in the schedule to the covenant, and which are previously stated in the abstract, need only be referred to shortly by stating the dates, and adding the words before abstracted.

Deed of Enfranchisement.

October 3d,
1839. BY INDENTURE between A. and B.
(devisees in trust named in the last
will and testament of William Jones,
deceased,) of the first part; Charles Jones, only
son of the before named William Jones, and a
devisee named in his said will, of the second part;
and David Morris of the third part.

RECITING that the said William Jones was,
at the time of signing and publishing his
will, and at his decease, lord of the manor
of , and the said D. Morris was seised
of the parcels of land and other hereditaments
thereinafter mentioned, for an estate of inhe-
ritance to him and his heirs; and the said
parcels of land and other hereditaments were
held of the lord of the said manor of
at the will of the lord, according to the
custom of the said manor, by the rents and
services due, and of right accustomed.

IT IS WITNESSED that in consideration of by
the said D. Morris paid to the said A. and B.
with the consent and approbation of the said

C. Jones, testified as therein mentioned ; and in consideration of 110*l.* by the said D. Morris to the said C. Jones, paid,

THEY the said A. and B. *did*, and each of them, (at the request and by the direction of the said C. Jones, and upon the acceptance of the said D. Morris, testified as aforesaid), *did* bargain, sell, discharge, remise, release, and quit claim.

And the said C. Jones did absolutely, grant, bargain, sell, discharge, remise, release, and for ever quit claim unto the said D. Morris and his heirs,

All, &c. &c. held of the lord of the said manor of at the will of the lord, according to the custom of the said manor, by copy of court roll, and all hereditaments, duties, suit and service of court, and all other customs and services due and payable or thereafter to become due and payable for or in respect of the same premises, save and except as therein-after mentioned.)

And all the seignory estate, &c. of him said C. Jones the son,

TO HOLD unto and to the use of the said D. Morris, his heirs and assigns for ever,

TO THE INTENT AND PURPOSE, and so that he the said D. Morris his heirs and assigns, might for ever thereafter hold and enjoy the said parcels of

land, hereditaments, and all other the premises thereby released, absolutely discharged from the said copyhold tenure and of and from all rents, payments, heriots, suits, customs, and services incident thereto, by custom, prescription, or otherwise, to be rendered or performed to the lord of the said manor of for the time being, in respect of the same premises,

SAVE AND EXCEPT the yearly rents or payments then due or payable in respect of the same or any part or parts thereof.

AND IT IS FURTHER WITNESSED that for the considerations aforesaid, they the said A. and B. and C. Jones, *did* severally and respectively covenant with said D. Morris and his heirs, that they would as of Term then next, or some subsequent term, acknowledge and levy, in due form of law, one or more fine or fines *sur conusance de droit come ceo*, &c. with proclamations, according to the usual course of fines, of the said hereditaments, and premises, thereinbefore released.

DECLARATION that said fine or fines, when levied, should be and enure in the first place,

FOR enfranchising the said closes, hereditaments, and premises, of and from the said copyhold tenure;

AND in the next place,

IN conveying, assuring, and confirming the said closes, hereditaments, and premises, so freed and discharged as aforesaid,

TO THE USE of the said D. Morris, his heirs and assigns for ever.

PROVISO, and it is the true meaning of said now abstracting indenture, that nothing therein contained should enfranchise, acquit, or discharge any tenements or hereditaments held of the lord of the said manor of (other than and except the closes or parcels of land, hereditaments, and premises before particularly mentioned, and thereby released,) of and from any rents, payments, suits, customs, or services thereto incident, or to be rendered or performed in respect thereof.

PROVISO and declaration, that nothing therein contained should discharge the said closes, hereditaments, and premises thereby released, of and from the yearly rents or payments then payable in respect thereof; but that the same should continue subject and liable to the payment thereof, with power to the lord for the time being for distraining for the same.

COVENANT by the said A. and B. that they had done no act to incumber.

COVENANT by the said C. Jones that by the now abstracting indenture, and the said fine so covenanted to be levied the said closes, hereditaments, and premises, should be well and completely enfranchised to all intents and purposes whatsoever.

And for further assurance.

EXECUTED by all parties, and attested.
by two witnesses.

SEPARATE RECEIPTS for consideration
monies indorsed, and witnessed.

Demise.

July 24th, 1827. BY INDENTURE of three parts between
[], of, &c. of the first part ;
[], of, &c. of the second part ;
and [], of, &c. of the third part,
RECITING that [], of, &c. had become
tenant in tail after possibility of issue extinct,
of the freehold and copyhold hereditaments
and premises thereafter granted and re-
leased, and covenanted to be surrendered :
and said [], was entitled to the re-
version or remainder in fee simple, expectant

on the death of the said [].

AND RECITING that the said []
having occasion for l., had applied to the
said [] to lend him the same, which he
had consented to do upon having the repay-
ment thereof with interest secured to him by
the bond of the said [], and by a
mortgage of such remainder or reversion in
manner thereafter mentioned.

AND RECITING that the said [] had
that day executed a bond to said [],
in the penal sum of l., which said bond
is conditioned to be void on payment by said
[], his heirs, executors, administra-
tors, or assigns, of said l. with interest
for the same, after the rate, at the time, and
in manner thereafter mentioned.

IT IS WITNESSED that in consideration of l.
by said [] to said [] lent and
paid ; and for the better securing the repayment
thereof with interest as thereafter mentioned.

HE, the said [], *did* grant, bargain,
sell, and demise, to the said [], his
executors, administrators, and assigns,

ALL, &c.

And all houses, &c.

And the reversion and reversions, remainder
and remainders, &c.

And all the estate, &c.

To HOLD unto the said [], his executors, administrators, and assigns, for one thousand years, from the day next before the day of the date of the now abstracting deed, and fully to be complete and ended ; without impeachment of waste ;

SUBJECT nevertheless to the estate for life of the said [], by virtue of a certain indenture of release, dated and common recovery suffered in pursuance thereof,

And subject also to the following proviso for redemption, viz.

PROVISO, that if the said [], his heirs, executors, administrators, or assigns, did and should pay, or cause to be paid unto said [],

his executors, administrators, or assigns, the full sum of l. with lawful interest for the same, on the day of

then next ensuing, without deduction in any respect whatsoever ; and if the said [], his heirs, executors, administrators, or assigns, did and should in the mean time pay and discharge all taxes and other payments in respect of said premises, then said term of one thousand years thereby created should cease.

AND IT IS FURTHER WITNESSED that for better securing the repayment of said l. with interest as aforesaid, *he*, said [], *did* thereby cove-

nant to surrender with all convenient speed after the execution thereof, according to the custom of the manor of

ALL that the remainder or reversion, expectant on the decease of the said [] of and in

ALL (*set forth copyholds,*)

TO THE USE of the said [], his heirs and assigns for ever, according to the custom of said manor of

SUBJECT nevertheless to the aforesaid proviso for redemption.

COVENANT by the said [], that he was lawfully entitled to said freehold and copyhold premises in fee, in reversion, or remainder, immediately expectant on the decease of said [].

AND had good right to convey and surrender, subject as aforesaid,

FOR quiet enjoyment after decease of said [], and after default in payment, to receive and take the rents and profits thereof, to his and their own use and benefit.

And for further assurance after default in payment.

PROVISO and declaration, that in case said [] should depart this life before said

day of [] it should be lawful for said [] to have quiet possession, with perception and de-

tention of rents, until default in payment of said sum of l. and interest, according to the above proviso.

AND IT IS FURTHER WITNESSED that for better securing said l. and interest, the said [] should at all times, after the decease of said [], during the continuance of a certain term of years assigned to him by said indenture of release, dated stand possessed of and interested in same term, upon the trusts following, viz.

IN TRUST, in the first place, for better securing said l. and interest.

And subject thereto,

IN TRUST to attend the inheritance.

COVENANT by [], that he had done no act to incumber said term of years.

EXECUTED by all parties, and attested by two witnesses.

RECEIPT for l. indorsed, and witnessed.

Grant of an Annuity.

3d. August, 1839. BY INDENTURE made between [],
of Esq. of the first part, [],
of Esq. of the second part, and
[], of Gent. of the third part,

RECITING that the said [] had contracted with the said [] for the absolute purchase of one annuity, or yearly rent charge, of l. free from all taxes and deductions, for the natural life of the said [] at the price or sum of l. to be issuing and payable out of and from, and charged and chargeable upon the lands and hereditaments thereafter described. And for the better securing same, he, said [], by his bond, bearing even date therewith, had become bound to the said [], his executors, administrators, and assigns, in l. conditioned for making void the same, on payment by the said [], unto the said [], his executors, ad-

ministrators, and assigns, yearly, during the natural life of the said [], of one annuity of £. by half-yearly payments, on the days and times, and in the manner therein-after mentioned.

And, as a further security, had also duly executed a warrant of attorney of even date with said bond, and of the abstracting grant, empowering certain attornies therein named to confess judgment against him in an action of debt on the said bond, at the suit of the said [], in the Court of Common Pleas at Westminster, as of Hilary Term then next, or any subsequent term, for the said sum of £., besides costs.

IT IS WITNESSED that in pursuance of said agreement, and in consideration of said sum of £. to the said [], paid by the said []. (in full for the absolute purchase of said annuity of £. in the condition of said bond mentioned,)

HE, the said [], *did* for himself, his heirs, executors, and administrators, give, grant, bargain, sell, and confirm unto the said [], his executors, administrators, and assigns, for and during the term of the natural life of him, the said [],

ONE ANNUITY, yearly rent charge, or annual sum of £. of lawful money &c., to be issuing, growing and payable, had,

received and taken, by, out of, and from,
and chargeable upon

ALL that, &c. &c. (*state the parcels*).

To HOLD said annuity, unto said [],
his executors, administrators, and assigns,
from the day of the date of the now abstracting
grant for the natural life of him the said
[]; payable half yearly, on the days
therein mentioned in each year; and also a
proportional part of the said annuity for so
many days as should have elapsed from the
last half-yearly day of payment next preceed-
ing the decease of the said [], up to
and until the day of his death, without deduc-
tion for taxes or otherwise; the first payment
to be made on the day of then next.

POWERS of distress and entry, with perception of
rents and profits for the payment thereof, and all
costs, &c.

AND IT IS FURTHER WITNESSED, that for the con-
siderations aforesaid, and for more effectually se-
curing the regular payment of said annuity, and
for the nominal consideration therein mentioned,

HE the said [], (at the request, and
with the consent and approbation of the said
[], testified as therein mentioned),
did grant, bargain, sell, and demise, unto
said []—

ALL those, the aforesaid messuages, lands,

hereditaments, and premises whatsoever, therein before particularly mentioned, and charged with the payment of said annuity of £. as aforesaid, with their appurtenances—

And the reversion, &c.

To HOLD unto the said [], his executors, administrators, and assigns, from the day next before the day of the date thereof, for years, sans waste ; at the rent of a peppercorn, if demanded.

UPON TRUST, to permit said [] to take the rents, &c. to his own use, until default in payment of said annuity of £. or some part thereof, on the days before appointed.

AND UPON FURTHER TRUST, that in case of default in payment of said annuity, or any part thereof, for forty days ; then, by taking the rents, issues, produce, and profits thereof, or by demising, leasing, or mortgaging the same, for all or part of the said term of ninety-nine years, to raise and pay the same, together with all costs, &c.

AND should permit and suffer the said [], and his assigns to receive and take the residue and overplus of the said rents, &c.

PROVISO for cesser and determination of the said

term of years, from the decease of the said [], and payment, satisfaction, and discharge of all arrears of said annuity, and all costs, &c.

USUAL COVENANTS, viz.

FOR the regular payment of the said annuity, on the half-yearly days therein mentioned; and also a proportional part thereof, from the commencement of any half-year wherein the said [] should happen to die, up to the day of his death.

AND that all the said messuages, lunds, hereditaments, and premises, should be subject and liable to the distress of the said [], his executors, &c. for the said annuity.

THAT the said [] was lawfully seised.

HAD good right to charge.

FREE from incumbrances.

AND for further assurance.

AND RECITING that the judgment so to be confessed upon the said bond, by the said [], was agreed to be forthwith entered upon record in the said Court of Common Pleas.

IT IS FURTHER WITNESSED AND DECLARED that the said judgment and bond, and all advantage arising thereby, should be as a collateral security only for said annuity of l. and that no execu-

tion should be taken out thereon until said annuity should be in arrear twenty days.

AND RECITING that on the agreement for the purchase of said annuity, it was mutually agreed that the said [] should, at any time thereafter, be at liberty to repurchase said annuity, upon giving three calendar months' notice in writing of such his intention : and upon paying unto said [], his executors, administrators, or assigns, at the end of such three calendar months, from the time that such notice should be given as aforesaid, all such sum and sums of money as should be then due for arrears of the said annuity, up to and until the day of repurchasing the same, and all costs attending the same ; and also the full sum of l.

IT IS FURTHER WITNESSED that for effectuating said agreement, and for the considerations aforesaid, it was thereby declared and agreed, and the said [] did covenant that, in case the said [] should, at any time thereafter, be desirous of repurchasing or extinguishing said annuity of l. and of such intention should give proper notice in writing, that then the said [], his executors, administrators, or assigns, would, on receiving all sums of money then due for arrears, and all costs incurred up to the day of repurchasing as aforesaid, accept l. as

and in full of the repurchase of said annuity; and, on receipt thereof, would assign and surrender the said annuity, and also said recited bond, unto the said [], to be cancelled; and acknowledge satisfaction on the record of the said judgment, so entered up by virtue of said warrant of attorney; and do any other lawful act to release said annuity.

EXECUTED by all the parties, and attested by (*state the number of witnesses.*)

RECEIPT for l. indorsed, signed, and witnessed.

A MEMORIAL inrolled, &c.

Will.

Dec. 3d,
1818. [], of, &c. by his will of this
date, gave and devised unto []
and [], gentlemen,

ALL that his manor of, &c. (*state the
parcels.*)

To HOLD to them the said [] and
[], their heirs and assigns, upon
the following trusts, *viz.*

IN TRUST for the first son of the body of his
kinsman, [], of, &c. gentleman, law-
fully issuing, and the heirs male of the body
of such first son. Remainder

To the second, third, fourth, fifth, sixth, and
all and every other son and sons of the body
of such first son of his said kinsman, law-
fully issuing, severally and successively.

Remainder

To the daughters of his said kinsman, law-
fully issuing, equally to be divided between

them if more than one, share and share alike, as tenants in common, and not as joint tenants; and the several and respective heirs of the body and bodies of all and every such daughter and daughters.

AND if there should be but one such daughter,
IN TRUST for such only daughter, and the heirs of her body.

IN case there should be more than one such daughter, and there should be a failure of lawful issue of their body or bodies,

THEN, as well the original as accruing share or shares of such daughter or daughters whose issue should so fail,

IN TRUST for the remaining, and other or others of the said daughters, to be equally divided between or among them, if more than one, as tenants in common, and not as joint tenants; and the several and respective heirs of the body and bodies of such remaining and other daughters.

AND if but one such remaining and other daughter,
IN TRUST for that daughter, and the heirs of her body.

Remainder

To the right heirs of the said [].

USUAL CLAUSES of indemnity, and for the appointment of new trustees.

AND the said testator appointed [],

Esquire, and [], gentleman, executors of that his will.

EXECUTED in the presence of three witnesses.

AND proved by both executors in the Prerogative Court of Canterbury, on .

A WILL of Personal Property.

May 2nd
1826 [], of, &c. Esq. by his will of this date, after revoking all former wills by him made, and directing the payment of his debts,

GAVE and confirmed to his wife, [] all and singular estates, sums of money, and effects whatsoever, given to her by the will of her father], or the will of her mother [], deceased.

HE gave to the said [] for her own use, the sum of £., to be paid within two years after his decease; but to be an interest vested in her immediately upon his decease,

with interest in the mean time, at five per cent.

HE also gave unto his said wife all his household goods, utensils, wines, liquors, plate, linen, china, watches, trinkets, and wearing apparel, for her own absolute use.

HE bequeathed to his nephew [] the sum of £., to be an interest vested at twenty-one.

To his nephew, [], and to his niece [], the sum of £., each to be vested and payable at twenty-one, or marriage, respectively; but not to bear interest in the mean time.

HE gave and bequeathed to his sister [], widow, and her assigns, for her life, an annuity of £.

To his sister [], widow, an annuity of £.,

To his sister [], the wife of [], Esq. and her assigns, for life, one annuity of £., to be paid to such person as she should, by writing, from time to time appoint; and, for want of such appointment into her own proper hands, for her own exclusive benefit; and the receipt of the said [], or her appointee, should be a good discharge, notwithstanding her coverture. The said annuities of £., £., and

l., to be payable by equal half-yearly payments, as therein mentioned, free from all deductions: the first payment thereof to be made on such of the said days as should first happen after his decease.

HE gave to his friends [] and [], gentlemen, his executors, thereinafter named, the sum of l., each for a ring.

HE gave and bequeathed to the said [] and [],

ALL that, his leasehold estate, situate &c.
(*State the premises*).

TO HOLD to them the said [] and [], their executors, administrators, and assigns, for all the term or interest therein, which he should have or be entitled to at his decease.

UPON TRUST to sell the same by public auction, or private contract; and to stand possessed of the money arising therefrom, in manner thereinafter mentioned.

AND HE gave and bequeathed all the residue of his property to the said [] and [],

TO HOLD to them, their executors, and administrators.

UPON TRUST, to call in and compel payment of all debts and sums of money due and owing to him at his decease; and to convert

into money all his personal chattels and other effects. And it was his will that his said executors should stand possessed of, and interested in, as well the money to arise by sale of said leasehold estate, as all other sums of money which should come to their hands by virtue of that his will; upon the following trusts, viz.

IN the first place, to pay his debts, funeral expences, and legacies.

AND to lay out and invest, in their own names, a competent sum of money in the stocks or funds, or at interest upon real securities: the interest, dividends, and annual produce whereof would produce a yearly sum equal to the amount of the annuities thereinbefore bequeathed; and to pay and apply the said interest, dividends, and yearly produce, accordingly.

AND to lay out and invest, in their own names, in the public stocks or funds, or on real security, in England, the sum of £.; and to pay the interest, dividends, or produce thereof, unto, or permit the same to be received by his said wife, or her assigns, for her life, for her own use.

AND to invest the further sum of £. in their own names, and to alter and vary the same as occasion should require: and should

stand possessed of the said *l.* upon the trusts after-mentioned.

AND should stand possessed of, and interested in, all the monies which should come to their hands, and remain after payment of his said debts, and the annual and other sums of money aforesaid.

IN TRUST for his son [], his executors, administrators, and assigns, for his and their own proper use.

AND he did declare his will to be, and did thereby direct that the said [] and [] should stand possessed of said *l.*, and the interest, dividends, and annual produce thereof; upon the following trusts, viz.

UPON TRUST during the life of his said son []; and so long as he should not make any grant, bargain, sale, mortgage, assignment, or charge, of or upon the interest, dividends, and annual produce of the said sum of *l.*; or attempt or agree so to do; or commit any act to vest the same in any other person or persons; pay the said interest, dividends, and annual produce to, or permit the same to be received by his said son [], or by any other person employed by him to receive the same, to and for his and their own use. But in case his said son should make any such grant, bargain,

sale, mortgage, assignment, or charge of the said interest, dividends, and annual produce, or any part thereof, or attempt or agree so to do ; or commit any act to vest the same in any other person ; then to pay, apply and dispose of the said interest, dividends, and annual produce, during the life of the said [], not to him the said [], or for the benefit of the person or persons to whom, or in whose favour, or with whom he should have made, or attempted to make, any such grant, bargain, sale, mortgage, assignment, charge, covenant, or agreement, or to or in whom the said interest, dividends, and annual produce, or any part thereof, would or might be forfeited or vested as aforesaid ; but to and for such uses for the maintenance and support of the said [] as the said [] and [] should think proper.

AND after the decease of the said [],
 To PAY the interest, dividends, and annual produce of the said l., to the person with whom his son should marry, who should be living at his decease, and her assigns for her life.

AND UPON FURTHER TRUST, if there should be any child or children of his said son, to pay, transfer, and assign the said l. to, between or among such, as follows, viz.

THE said l. stocks, funds, and securities, to be a vested interest, and transferred and assigned respectively, at such ages, times, and manner, and (if more than one) in such proportions as his said son should, by any deed or deeds, with or without power of revocation, sealed and delivered, and attested by two witnesses, or by will, signed and published by him in the presence of two witnesses, from time to time direct or appoint: and, in default thereof, to stand possessed of said l., stocks, funds, and securities.

IN TRUST for all the child and children of his said son, who, being sons, should attain twenty one; and being daughters, should attain that age or marry; and the respective executors, administrators, and assigns of such child or children to be divided among them, if more than one, in equal shares.

AND if but one, who being a son, should attain twenty-one; or being a daughter, should attain that age or marry.

IN TRUST for such only child, his or her executors, administrators and assigns, for his, her, or their own use.

POWER to the said [] and [], to raise part of the portions of such children for their preferment, as they should see occasion; notwithstanding such portions should not have

become vested or payable ; and to apply the interest and dividends of the said *l.*, after the deaths of the said [] and such wife, (if any) towards the maintenance of such children.

AND he did further declare, that, in case no child of his said son should become entitled to the said *l.*, stocks, funds, and securities, by virtue of the trust before declared, the said trustees should stand possessed thereof upon the following trusts, viz.

As to one equal moiety thereof,

IN TRUST for his nephew [], his executors, administrators, and assigns.

AND as to the remaining moiety thereof,

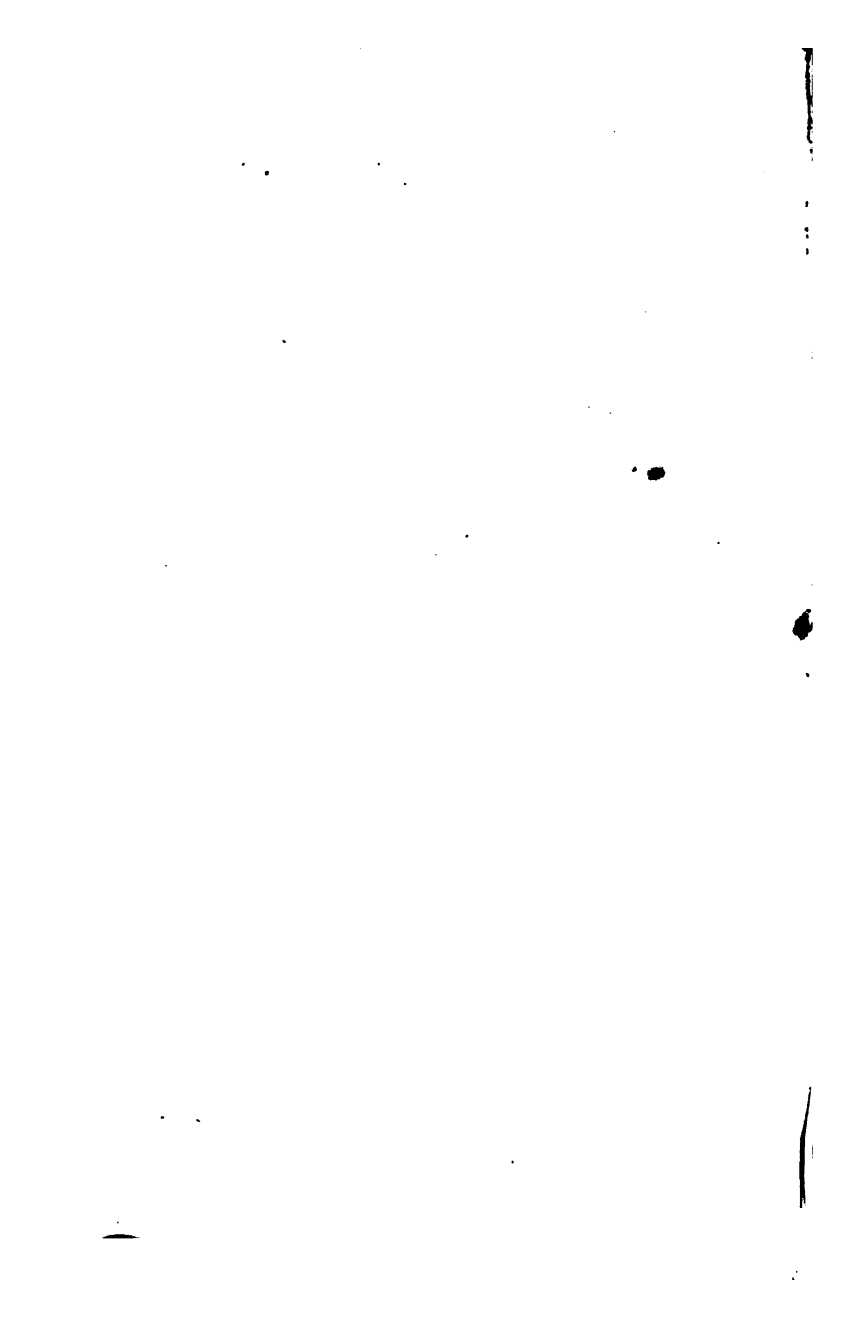
IN TRUST for his nephew [], his executors, administrators, and assigns.

AND appointed the said [] and [], executors thereof.

EXECUTED in the presence of two witnesses.

PROVED in the Prerogative Court of Canterbury by both executors, on the day of , 1840.

FINIS.



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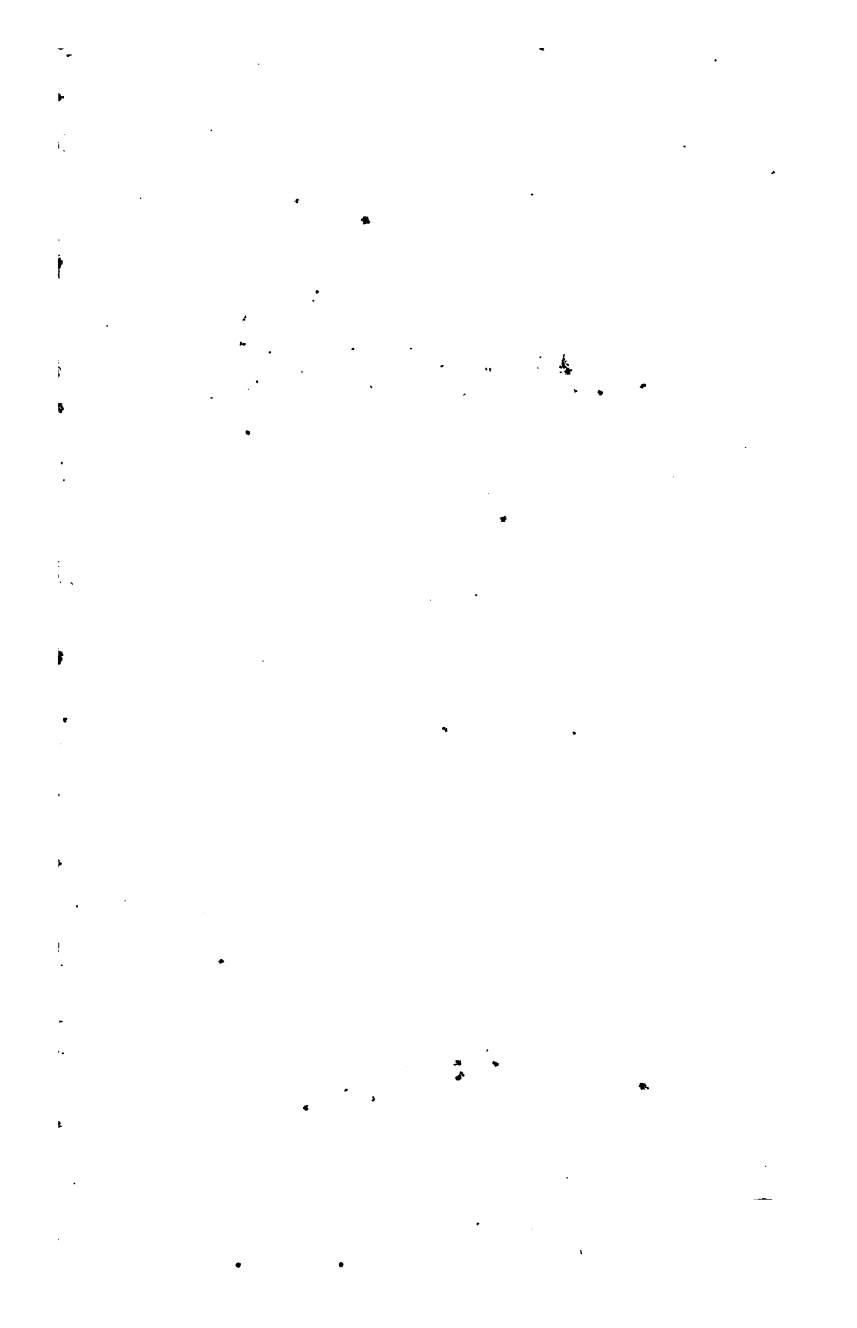
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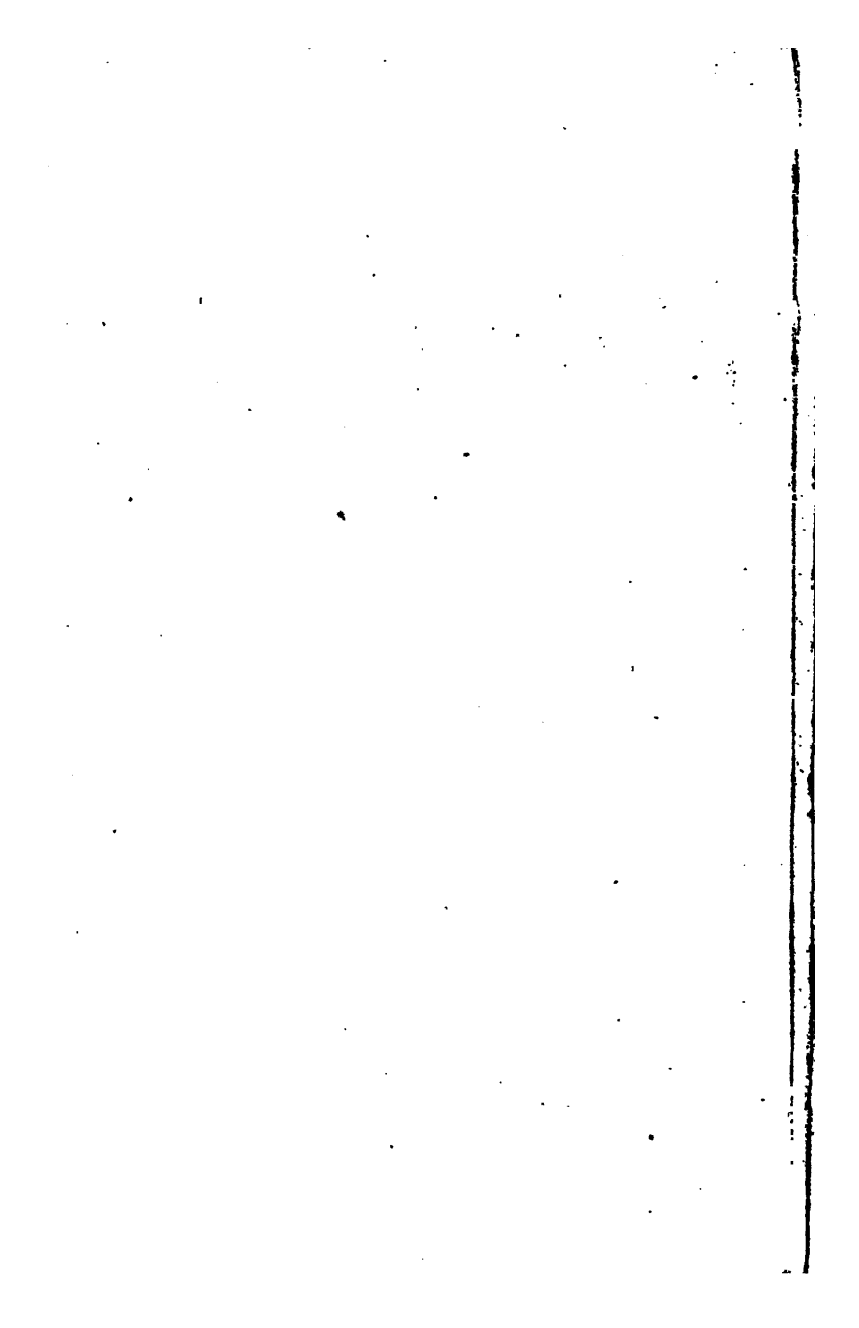
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